

Panaji, 14th March, 1985 (Phalgun 23, 1906)

SERIES II No. 50



OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Forest and Agriculture Department

Order

No. 1/6/82/FOR

Shri V. Venkataswamy, the candidate recommended by the Union Public Service Commission was deputed for training as Probationer for the 2 years Diploma Course in Forestry at the State Forest Service College Coimbatore. On successful completion of his training he is hereby appointed purely

on temporary basis until further orders to the post of Assistant Conservator of Forests in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 and posted at the Head Quarters of the Forest Deptt. Panaji with effect from 1-1-1985 on the terms and conditions contained in the offer of appointment Memorandum No. 1-6-81-FOR and 1-7-81-FOR dated 21-8-1981.

The above appointee shall be on probation for a period of 2 years. His pay shall be regulated as per the rules in force.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. P. Panvelkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 7th March, 1985.

Revenue Department

Notification

No. 22/30/83-RD

Whereas by Government Notification No. 22/30/83-RD dated 11-3-83 published on page 699 of Series II, No. 52 of the Official Gazette dated 24-3-83 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. laying additional conveying main for supplying water to Panaji city at Morombi-o-Pequeno Tiswadi.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering

the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD, Cell Altinho Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, PWD Cell Altinho, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Tiswadi	Morombi-o-Pequeno	3	1 part	Shridhar Poi Vernekar.	119.00
			2 part	Yetrudes Conceicao Antonio.	8.00
		2	1 part	Fabrica de Igreja de Merces.	230.00
				<i>Boundaries:</i> North: S. No. 13/4, Road S. No. 3/1, 2/1. South: S No. 13/4, 3/2, 3/1, 2/1, 2/2. East: Road. West: Road, S. No. 2/1.	
				Total	357.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Revenue).

Panaji, 5th February, 1985.

Notification
No. 22/106/83-RD

Whereas by Government Notification No. 22/106/83-RD dated 29-10-83 published on pages 352-353 of Series II, No. 32 of the Official Gazette dated 10-11-83 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) that the land specified in the schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose viz. for the construction of Right Bank Main Canal of Anjunem Irrigation Project from Ch. 8300 M to 10300 M.

And whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days

from the publication of notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now therefore the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer (North) Duler Mapusa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer (North) Duler Mapusa till the award is made under Section 11.

SCHEUDLE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Satari	Poriem	123	1 part	Owners: 1. Shri Chandru Kusta Sawant. 2. Shri Krishna Kusta Sawant. 3. Shri Deugo Laximan Sawant. 4. Shri Bala Laximan Sawant. 5. Shri Madgo Laximan Sawant. 6. Shri Pandurang Ramgo Sawant. 7. Shri Nargo Ramgo Sawant.	6050.00
		122	1 part	Owners: 1. Shri Atma Babgo Rane. 2. Shri Vithal Soma Rane. 3. Shri Rajaram Narayan Rane. 4. Shri Shrikant Narayan Rane. 5. Shri Arjun Ramchandra Rane. 6. Shri Govind Sukdo Rane. 7. Shri Madgo Krishna Rane. 8. Shri Pandurang Krishna Rane. 9. Shri Narayan Krishna Rane. 10. Shri Jairam Krishna Rane. 11. Shri Vithal Krishna Rane. 12. Shri Nakul Arjun Rane. 13. Shri Anand Arjun Rane. 14. Smt. Yeshodi Jairam Rane. 15. Shri Harbo Babgo Rane. 16. Shri Govind Soma Rane. 17. Shri Yesso Dullo Gurav. 18. Shri Ladu Phondu Gurav. 19. Shri Kemblo Chandra Rane. 20. Shri Krishna Ladu Rane. 21. Shri Rama Ladu Rane. 22. Shri Mahadev Bala Rane. 23. Shri Mosso Bala Rane.	37200.00
		119	1 part	Owners: 1. Smt. Manoramabai Rauji Rane Sardessai and heirs of Raujirao Rane Sardessai. 2. Shri Laximanrao Vithoba Rane. 3. Shri Buvasaheb Yeshwantrao Rane Sardessai. 4. Shri Daulatrao Vithoba Rane Sardessai. 5. Smt. Durgabai Shantaram Rane Sardessai. 6. Shri Balasaheb Yeshwantrao Rane Sardessai. 7. Shri Hanumantrao Nanasaheb Rane Sardessai. 8. Shri Suryajirao Manikrao Rane Sardessai. 9. Shri Amrutrao Bhimrao Rane Sardessai. 10. Yeshwantrao Raosaheb Rane Sardessai. 11. Shri Santoba Rauji Rane Sardessai. 12. Laximanrao Manikrao Rane Sardessai. 13. Shri Balawantrao Ganpatrao Rane Sardessai. 14. Shri Shivajirao Shamburao Rane Sardessai. 15. Shri Babaji Sakharam Rane Sardessai. 16. Shri Krishnarao Sakharam Rane Sardessai. 17. Shri Vilasrao Shaburao Rane Sardessai. 18. Shri Ganpatrao Shamburao Rane Sardessai. 19. Shri Fatesingh Rauji Rane Sardessai. 20. Shri Pratapsingh Rauji Rane Sardessai. 21. Rajsingh Satroji Rane Sardessai.	30450.00

1	2	3	4	5	6
				North: S. No. 123/0, S. No. 122/0, S. No. 119/1. South: S. No. 122/0, 119/1. East: S. No. 123/0, 122/0, 119/1. West: S. No. 123/0, 122/0, 119/1.	
				Total	73700.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Revenue).

Panaji, 5th February, 1985.

Notification
No. 22/192/84-RD

Whereas by Government Notification No. 22/192/84-RD dated 25-9-1984 published on page 469 of Series II, No. 27 of the Official Gazette dated 5-10-1984 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. construction of 0.300 Km. long Gayatri road at Vanakbara village Panchayat in Diu.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of

the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Civil Administrator, Diu to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Civil Administrator, Diu till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Diu	Vanakbara	—	18/46	Shri Punja Lakha Bamania.	47.25
			18/45	Shri Tamji Megha Bamania.	64.00
			18/43	Shri Deva Rama Chand.	140.00
			18/41	Shri Punja Lakha Bamania.	77.50
			18/40	Shri Lakhman Punja Bamania.	10.00
			18/39	Shri Ramji Megha Bamania.	15.00
			18/33	Shri Deva Rama Chand.	57.75
			18/34	Shri Ramji Megha Bamania.	63.25
			18/35	Shri Punja Lakha Bamania.	4.00
			18/31	Shri Mavji Vira Bariya.	7.50
			18/30	Shri Megha Nathoo Bariya.	42.00
			21/91	Shri Ramji Varjang Bamania.	48.00
			21/90	Shri Deva Rama Bamania.	51.00
			21/89	Shri Bhagvan Rama Bamania.	42.50
			21/88	Shri Ganda Samsan Bariya.	48.00
			21/4	Shri Deva Rama Chand.	75.00
			21/1	Shri Manji Vira Bamania.	80.00
			"	Shri Deva Samsan Bamania.	
			"	Shri Hariji Samsan Bamania.	
			"	Shri Jiva Samsan Bamania.	
			"	Shri Ganda Samsan Bamania.	
			"	Shri Punja Lakha Bamania.	
			"	Shri Ranji Megha Bamania.	
			"	Shri Megha Nathoo Bamania.	
			"	Shri Raja Nathoo Bamania.	
			"	Shri Bhagvan Nathoo Bamania.	
			17/14	Shri Soma Jiva Bamania & Shri Kana Vira Bamania.	80.00
			19/11	Shri Jiva Gila Bamania.	40.00
				Government land	396.00
				Total	1388.75

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Revenue).

Panaji, 8th February, 1985.

Notification

No. 22/261/84-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for the construction of Right Bank Main Canal Distributary Channel No. 3 at Ch. 1800 M.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section (3) of the said Act the Special Land Acquisition Officer, A.I.P. Duler Mapusa to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Special Land Acquisition Officer, AIP, Duler, Mapusa.
3. The Executive Engineer, W. D. VI, AIP, Canal Divn. I. D. Sarvana, Bicholim.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, AIP, Duler, Mapusa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Holding No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Satari	Siroli	3	8	Encroached upon by Shri Dattaram Krishna Gawas. North: S. No. 3/9. South: S. No. 3/13. East: Main Canal. West: Road.	15.00
		3	6	H: Gilu Krishna Gawas. North: S. No. 3/8. South: S. No. 3/13. East: Main Canal. West: Road.	15.00
		3	13	H: Appa Sodgo Shetkar. Granted to Sodgo Appa Shetkar. North: S. No. 3/8. South: S. No. 1/1. East: Main Canal. West: Road.	500.00
		1	1	H: Krishna Gopal Gawas. Granted to Shri Gopal Ango Gaunkar. North: S. No. 3/13. South: S. No. 1/13. East: Main Canal. West: Road.	30.00
		1	2	Encroached upon by Manohar Mahadev Gawas. North: S. No. 3/13. South: S. No. 1/3. East: S. No. 1/1. West: Road.	350.00
		2	2	Encroached upon by Manohar Mahadev Gawas. North: S. No. 3/13. South: S. No. 1/16. East: S. No. 1/3. West: S. No. 2/3.	150.00
		1	16	Encroached upon by Ramchandra Vishnu Gawas. North: S. No. 2/2. South: S. No. 94/2. East: S. No. 1/1. West: S. No. 2/3.	150.00
		94	2	Encroached upon by 1. Shamba Vithoba Gawas. 2. Laxman Vithoba Gawas. North: S. No. 1/16. South: S. No. 94/3. West: Road. East: S. No. 1/4.	150.00

1	2	3	4	5	6
Satari	Siroli.	94	3	Encroached upon by 1. Ramchandra Vishnu Gawas. 2. Tukaram Vishnu Gawas. 3. Puno Vishnu Gawas. 4. Roghu Vishnu Gawas. North: S. No. 94/2. South: S. No. 50/3. East: S. No. 50/4. West: Road.	250.00
		94	4	Ladu Pundalik Gawas, North: S. No. 94/3. South: S. No. 50/2. East: S. No. 1/4. West: Road.	15.00
		50	2	Encroached upon by Rama Vithoba Gawas. North: S. No. 94/3. South: S. No. 50/3. East: S. No. 50/1. West: Road.	200.00
		50	3	H: 1. Shandru Sopri Gawas. 2. Sopri Bahli Gawas. 3. Laximan Chandu Gawas. North: S. No. 50/2. South: Road. East: 50/4. West: Road.	150.00
		50	5	H: Vishnu Keshav Gawas. North: S. No. 50/3. South: Road. East: S. No. 50/4. West: Road.	175.00
		50	4	Encroached upon by 1. Arjun Babu Shetkar. 2. Vishnu Vassu Shetkar. 3. Babuso Vasu Shetkar. North: S. No. 50/6. South: S. No. 50/11. East: S. No. 50/5. West: S. No. 50/10.	250.00
		50	10	H: Vishnu Ramchandra Gawas. North: S. No. 50/6. South: S. No. 49/8. East: S. No. 49/5. West: Road.	250.00
		50	13	H: Ladu Pundalik Gawas. North: 50/10. South: S. No. 49/8. East: S. No. 49/6. West: Road.	100.00
		49	6	Encroached upon by Vishnu Pandu Gawas. North: S. No. 50/10. South: S. No. 45/4. East: S. No. 49/8. West: Road.	15.00
		45	4	H: Mukund Vithoba Shetkar. Granted to Atma Gopy Xette. North: S. No. 50/13. South: S. No. 48/3. East: S. No. 49/3. West: Road.	200.00
		45	3	Encroached upon by 1. Rauji Govind Gawas. 2. Tukaram Soma Gawas. 3. Ananta Soma Gawas. 4. Mukunda Soma Gawas. 5. Narayan Soma Gawas. 6. Rajaram Arjun Gawas. North: S. No. 48/4. South: S. No. 46/1. East: S. No. 46/2. West: Road.	400.00
		46	1	Encroached upon by 1. Vishnu Keshav Gawas. 2. Mahadev Keshav Gawas. 3. Yesso Keshav Gawas. North: S. No. 48/3. South: S. No. 46/2. East: S. No. 46/2. West: Road.	150.00

1	2	3	4	5	6
Satari	Siroli	46	3	Encroached upon by Krishna Gopal Gawas. North: S. No. 46/1. South: S. No. 46/5. East: S. No. 46/2. West: Road.	150.00
		46	5	Encroached upon by Bayaleon Chudgem Gaunkar. North: S. No. 46/3. South: S. No. 42/3. East: S. No. 46/4. West: Road.	250.00
		40	3	Encroached upon by Gopal Rakir Shetkar. North: S. No. 46/5. South: Kerim boundary. East: S. No. 47/3. West: Road.	450.00
		40	2	Encroached upon by Yeshwant Sukdo Shetkar. North: Road. South: Kerim boundary. East: S. No. 40/3. West: S. No. 4/1.	150.00
		40	1	Encroached upon by Rogho Keshav Shetkar. North: Road. South: Kerim boundary. East: S. No. 40/2. West: S. No. 41/2.	300.00
		41	1	Encroached upon by 1. Rama Babli Shetkar. 2. Shanker Ganesh Shetkar. North: Road. South: Kerim boundary. East: S. No. 40/1. West: Kerim boundary.	900.00
		42	1	Encroached upon by 1. Rama Babli Shetkar. 2. Shanker Ganesh Shetkar. North: Nalla. South: Kerim boundary. East: Road. West: Road.	100.00
				Total	5815.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu,

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 21st January, 1985.

Notification
No. 22/182/84-RD

Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act The Additional Dy. Collector (3-North), Mapusa to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Additional Dy. Collector (3-North) Mapusa.
3. The Executive Engineer, W. D. XVII, PHE, P.W.D. Altinho, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Additional Dy. Collector (3-North) Mapusa from the date of publication of this Notification in the Official Gazette.

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for Rural Water supply scheme to village Parcem in Pernem Taluka.

And Whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) are applicable.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

The Government is pleased to direct under sub-section (4) of Section 17 of the said Act that the provisions of Section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this

SCHEDULE

(Description of the said land)

Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Pernem	Parcem	106	4(part)	Shivaji Govind P. Desai. Dulaba L. Naik Desai. Sakharam Raghoba Naik Desai. Ramesh Shantaram Naik Desai. Dattaram Raghunath Naik Desai. Shankar Ramkrishna Naik Desai. Bhalchandra Ramchandra Sinai Desai. Sitaram Balkrishna Naik Desai. Ramchandra Narayan Naik Desai. Keshav Shiram Prabhu Desai. Atmaram Gopal Prabhu Desai. Narayan Ladco Prabhu Desai. Krishanaji Keshav Prabhu Desai. Visharam Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai.	250.00
		106	7(part)	— do — T: Balgo Vishram Kambl.	450.00
		106	6(part)	Shivaji Govind P. Desai. Dulaba L. Naik Desai. Sakharam Raghoba Naik Desai. Ramesh Shantaram Naik Desai. Dattaram Raghunath Naik Desai. Shankar Ramkrishna Naik Desai. Bhalchandra Ramchandra Sinai Desai. Sitaram Balkrishna Naik Desai. Ramchandra Narayan Naik Desai. Keshav Shiram Prabhu Desai. Atmaram Gopal Prabhu Desai. Narayan Ladco Prabhu Desai. Krishanaji Keshav Prabhu Desai. Visharam Gopal Prabhu Desai. Krishanaji Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. T: Pundalik Shankar Kambl.	300.00
		106	5(part)	Shivaji Govind P. Desai. Dulaba L. Naik Desai. Sakharam Raghoba Naik Desai. Ramesh Shantaram Naik Desai. Dattaram Raghunath Naik Desai. Shankar Ramkrishna Naik Desai. Bhalchandra Ramchandra Sinai Desai. Sitaram Balkrishna Naik Desai. Ramchandra Narayan Naik Desai. Keshav Shiram Prabhu Desai. Atmaram Gopal Prabhu Desai. Narayan Ladco Prabhu Desai. Krishanaji Keshav Prabhu Desai. Visharam Gopal Prabhu Desai. Krishanaji Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. T: Jijabai Tukaram Kambl.	75.00
		48	4(part)	Shivaji Govind Prabhu Desai. Dulba Laximan Naik Desai. Sakharam Raghoba Naik Desai. Ramesh Shantaram Naik Desai. Dattaram Raghunath Naik Desai. Shankar Ramkrishna Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sitaram Balkrishna Naik Desai. Ramchandra Narayan Naik Desai. Keshav Shiram Prabhu Desai.	200.00
		48	5(part)	— do — T: Jijabai T. Kambl.	225.00
		48	8(part)	Shivaji Govind Prabhu Desai. Dulba Laximan Naik Desai. Sakharam Raghoba Naik Desai. Ramesh Shantaram Naik Desai. Dattaram Raghunath Naik Desai. Shankar Ramkrishna Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sitaram Balkrishna Naik Desai. Ramchandra Narayan Naik Desai. Keshav Shiram Prabhu Desai. T: Pundalik Shankar Kambl. Sitaram Shankar Kambl.	80.00

1	2	3	4	5	6
Pernem	Parcem	3(part)			
		Narayan Ladkoba Prabhu Desai. Krishnaji Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. Visharam Gopal Prabhu Desai. Atmaram Gopal Deshprabhu. Narago Babi Farjat. Shripad Bhau Sinai. Government. Raghoba Krishnaji Padiyar Desai. Gopal Murari Padiyar Desai. Shivaji Gopal Prabhu Desai. Dulba Laximan Naik Desai. Gajanan Purushottam Sinai Desai. Sitaram Balkrishna Naik Desai. Shankar Ramkrishna Naik Desai. Bhalachandra Ramchandra Sinai Desai. Nilkanth Anant Padiyar Desai. Keshav Shiram Prabhu Desai. Keshv Ramchandra Padiyar Desai.		15.00	
23	23	12(part)	Atmaram Gopal Prabhu Desai. Krishnaji Keshv Prabhu Desai. Dattaram Raghunath Naik Desai. Dulba Laximan Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sakharam Ragoba Naik Desai. Shankar Ramkrishna Naik Desai. Sitaram Balkrishna Naik Desai. Ramchandra Murai Naik Desai. Narayan Ladkoba Prabhu Desai. Vasudev Bhikaji Sawant. Shivaji Govind Prabhu Desai. Keshv Shiram Prabhu Desai. Raghoba Ladkoba Sinai Desai. Sagun Hari Prabhu Desai. Yeshwant Laximan Prabhu Desai. Shantaram Balkrishna Prabhu Desai. Vishnu Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. Krishnaji Gopal Prabhu Desai. T: Rukmini Sabago Kanoji. Shankar Sabago Kanoji. Datta Sabago Kanoji. Shiva Pundalik Kanoji.	300.00	
23	23	25	Atmaram Gopal Prabhu Desai. Krishnaji Keshv Prabhu Desai. Dattaram Raghunath Naik Desai. Dulba Laximan Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sakharam Ragoba Naik Desai. Shankar Ramkrishna Naik Desai. Sitaram Balkrishna Naik Desai. Ramchandra Murai Naik Desai. Narayan Ladkoba Prabhu Desai. Vasudev Bhikaji Sawant. Shivaji Govind Prabhu Desai. Keshv Shiram Prabhu Desai. Raghoba Ladkoba Sinai Desai. Sagun Hari Prabhu Desai. Yeshwant Laximan Prabhu Desai. Shantaram Balkrishna Prabhu Desai. Vishnu Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. Krishnaji Gopal Prabhu Desai. T: Shankar Rupage Kanoji.	450.00	
23	23	26	Atmaram Gopal Prabhu Desai. Krishnaji Keshv Prabhu Desai. Dattaram Raghunath Naik Desai. Dulba Laximan Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sakharam Ragoba Naik Desai. Shankar Ramkrishna Naik Desai. Sitaram Balkrishna Naik Desai. Ramchandra Murai Naik Desai. Narayan Ladkoba Prabhu Desai. Vasudev Bhikaji Sawant. Shivaji Govind Prabhu Desai. Keshv Shiram Prabhu Desai. Raghoba Ladkoba Sinai Desai. Sagun Hari Prabhu Desai. Yeshwant Laximan Prabhu Desai. Shantaram Balkrishna Prabhu Desai. Vishnu Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. Krishnaji Gopal Prabhu Desai. T: Raghoba Ramchandra Polji.	100.00	

1	2	3	4	5	6	
Pernem	Parcem	23	27		125.00	
				Atmaram Gopal Prabhu Desai. Krishnaji Keshv Prabhu Desai. Dattaram Raghunath Naik Desai. Dulba Laximan Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sakharam Ragoba Naik Desai. Shankar Ramkrishna Naik Desai. Sitaram Balkrishna Naik Desai. Ramchandra Murali Naik Desai. Narayan Ladkoba Prabhu Desai. Vasudev Bhikaji Sawant. Shivaji Govind Prabhu Desai. Keshv Shriram Prabhu Desai. Raghoba Ladkoba Sinai Desai. Sagun Hari Prabhu Desai. Yeshwant Laximan Prabhu Desai. Shantaram Balkrishna Prabhu Desai. Vishnu Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. Krishnaji Gopal Prabhu Desai. T: Raghoba Atmaram Chandroji.		
		23	28		75.00	
				Atmaram Gopal Prabhu Desai. Krishnaji Keshv Prabhu Desai. Dattaram Raghunath Naik Desai. Dulba Laximan Naik Desai. Bhalachandra Ramchandra Sinai Desai. Sakharam Ragoba Naik Desai. Shankar Ramkrishna Naik Desai. Sitaram Balkrishna Naik Desai. Ramchandra Murali Naik Desai. Narayan Ladkoba Prabhu Desai. Vasudev Bhikaji Sawant. Shivaji Govind Prabhu Desai. Keshv Shriram Prabhu Desai. Raghoba Ladkoba Sinai Desai. Sagun Hari Prabhu Desai. Yeshwant Laximan Prabhu Desai. Shantaram Balkrishna Prabhu Desai. Vishnu Gopal Prabhu Desai. Raghunath Gopal Prabhu Desai. T: Keshav Sukado Gadekar.		
				Total	2645.00	

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu,
P. S. Nadkarni, Under Secretary (Revenue)

Panaji, 17th January, 1985.

Notification

No. 22/11/83-RD

Whereas by Government Notification No. 22/11/83-RD dated 23-2-83 published on page 664 of Series II, No. 49 of the Official Gazette dated 5-3-83 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land specified in the schedule appended to the said Notification (hereinafter referred to as "said land") was likely to be needed for the public purpose viz. Construction of Ram Nagar Road at Reis-Magos, Betim.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto

is needed to be acquired for the public purpose specified above.

Now Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD-Cell, Altinho-Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, PWD-Cell, Altinho-Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6
Bardez	Reis-Magos	66	3 (part)	1. Shri Jose Domingos da Costa. 2. Smt. Tillottama M. Dessai.	1017.00
		66	9 (part)	Shri Damu Raulu Parab.	50.00

1	2	3	4	5	6
<i>Boundaries:</i>					
North:	Survey No. 66/3 & 9.				
South:	Survey No. 66/3 & 9.				
East:	Survey No. 66/3.				
West:	Road.				
Total					1067.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.
 P. S. Nadkarni, Under Secretary (Revenue).
 Panaji, 23rd February, 1985.

Office of the Collector of Goa

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN & DIU,
 PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

No. 3/44/84-CAB/474

Reference No: IT/24/77

The Lt. Governor of Goa, Daman and Diu under the powers vested in him by Art. 18 of the Devasthan Regulations is pleased to appoint the below named persons of the Special Committee to frame the draft Bye-Laws of Devasthan "Shri Sai Saunsthan" Vaddi, Candolim, Bardez Taluka.

Effective Members:

- President: Shri Eknath Yeshwant Govekar.
- Treasurer: Shri Raghuttam Ramachandra Bandodkar.
- Attorney: Shri Hanumant Govind Kandolkar.
- Secretary: Shri Vasant Govardhan Charya.

Substitute Members:

- President: Shri Vishwanath Naguesh Bandodkar.
- Treasurer: Shri Mahadev Ganu Kandolkar.
- Attorney: Shri Anand Vaman Kandolkar.
- Secretary: Shri Shashikant Arjun Charya.

The above Committee shall submit the draft Bye-Laws to the Govt. within a period of six months from the date of publication of this order in the Government Gazette. The procedure laid down in the Art. 17 and 18 of the Devasthan Regulations as amended by the Legislative Diploma No. 1899 dated 29-5-1959 and the Govt. directions contained in the Revenue Department letter No. RD-END/116-71 dated 27-7-1971 are to be followed to frame Bye-Laws.

The above Committee is also entrusted with the Management of the said Devalaya until the Bye-Laws are approved and published.

J. P. Singh, Collector/DCA of Goa.

Panaji, 22nd February, 1985.

Industries and Labour Department

Order

No. 28/2/84-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Industries and Labour).

Panaji, 17th January, 1985.

1. Shri Vishwas Desai

— Workman/Party I

V/S.

1. M/s. Navhind Papers & Publications Pvt. Ltd.

— Employer/Party II

Workman/Party I represented by Adv. Ferdino Rebelo.

Employer/Party II represented by Shri P. K. Lele, Labour Advisor.

Panaji, Dated: 21-12-1984

AWARD

The Government of Goa, Daman and Diu, by its Order No. IRM/Con(89)/77/IT-15/77 dated 19th October, 1977, has referred for the adjudication by this Tribunal of an industrial dispute between the above parties. The schedule annexed to the Order of Reference reads as follows:

"Whether the action of the management of M/s. Navhind Papers and Publications Pvt. Ltd., Panaji, in terminating the services of Shri Vishwas Desai, Proof Reader, with effect from 25-3-77 is legal and justified ?

If not, to what relief the workman is entitled?"

2. The case of the workman, as per the statement of claim filed by the Union, is that the workman was working as a Proof Reader in Nav Prabha, which is a Marathi Newspaper issued by M/s. Navhind Papers and Publications Pvt. Ltd., Panaji and therefore, he is a "Working Journalist" within the meaning of Working Journalists (Conditions of Service) & Miscellaneous Provisions Act 1955, here-in-after briefly called the Working Journalist Act 1955, and also a protected workman within the provisions of the Industrial Dispute Act 1947, in short the Act. The employer's Industry is also covered by the Provisions of the E.S.I. Scheme.

The Workman's services were illegally terminated by the employer on 25-3-1977 when he was not allowed to resume duties after his sickness. He was on Sick Leave from 1-3-1977 till 23-3-1977 under treatment of E.S.I. Doctor and had intimated to the employer his sickness and inability to resume work. He first sent an application to the Management on 3-7-1977 for leave for 4 days from 7-3-1977 to 10-3-1977; then a medical certificate was also sent to authorise leave under E.S.I. for 5 days i.e. till 11-3-1977; a further medical certificate was also sent from authorised E.S.I. Doctor for regularization of his absence during the period of his sickness. On 24-3-1977, he reported for duty with a fitness certificate from the E.S.I. Doctor and worked on that day. On the 25th, after he reported for work, he was called by the Asstt. Manager, handed over 3 letters and told that his name had been deleted from the attendance register; he was prevented from resuming his duties; the letters handed over to him are dated 9-3-1977, 14-3-1977 and 18-3-1977, addressed by the employer to his address at Mapusa, which were not received by him; the workman had changed his address to Britona about 3 years before and the Management was duly intimated of such change; his Britona address was also on his leave application to the Management. The workman, by his letter dated 28-3-1977, informed the employer that he had not received before the 3 letters which were handed over to him on the 25th March 1977 and narrated all the steps he had taken to keep the employer informed

about his sickness. He also informed the Management that he had already reported for duty on 24th March. It is stated that the action of the Management in dismissing the workman without any charge sheet or inquiry is illegal, null and void and also in contravention of Section 23 of the E.S.I. Act and, therefore, should be set aside and the workman reinstated in service. It is further stated that the failure of the Management to consider the fitness certificate produced by the workman is malafide and amounts to unfair labour practice and victimization. It is for the first time that the employer contended before the Conciliation Officer that the workman was actively participating in the election campaign for Parliament held in March 1977 and so no opportunity was given to him to rebut such charge.

3. The employer, in its written statement, has raised a preliminary objection regarding the maintainability of the reference, which objection has now become infructuous, in view of the correction of the order of reference subsequently made by the Government.

On the merits, it is alleged that the job of the workman as proof reader calls for special skill and his absence from work affected the interest of the public at large due to deterioration of the quality of the daily issue. The workman remained absent without leave or permission from 7-3-1977 till 23-3-1977, during which period the employer addressed him 3 letters on 9th, 14th and 18th March 1977 advising him to report for work immediately. In the last letter, the workman was called upon to report for duty on 23-3-1977, failing which it will be construed that the workman has terminated his own services and, as such, his name will be removed from the muster roll. During the said period the workman neither applied for leave nor produced any E.S.I. Certificate, in support of his absence due to his sickness; on the contrary, he was busily engaged in the election campaign for parliamentary election. In the circumstances, the employer had no other option but to conclude that the workman was not interested in the employment and thus terminated his services at the close of 23-3-1977, after issuing the said letter dated 18-3-1977. Even after the termination and during the conciliation proceedings, the workman was given an opportunity to tender an apology for his unauthorised absence and then resume work; the employer has further submitted that there is no violation of Section 73 of the E.S.I. Act because the workman did not inform him that he was in receipt of sickness benefit under E.S.I. at the relevant time. The employer came to know about the workman being on E.S.I. leave for the period from 7-3-1977 to 23-3-1977 for the first time only after his services were terminated. It is true that the workman came to report for duty on 24-3-1977 during the night shift commencing from 6 p.m. and going upto 2 a.m. but did not produce any E.S.I. certificate or fitness certificate and since there was no responsible or competent person dealing with the matters of this type available at that time he took undue advantage and unauthorisedly stayed on the premises during the shift knowing very well that his services had come to an end at the close of 23-3-1977. The letters were addressed by the employer to the last known address of the workman available in his records. The workman never intimated the employer of the change of such address. It is denied that on 6-3-1977 the workman sent a letter to the Management from his residence at Britona; the services of the workman were terminated in bona fide exercise of the powers for the reasons above mentioned. No disciplinary action was taken against him and, therefore, there was no charge sheet or inquiry. The employer's action in terminating the services is not a punitive one. The fact that the workman was engaged in election campaign during the relevant period was within the knowledge of the Management when the letter dated 18-3-1977 was written and this fact also weighed in their mind in terminating the services of the workman. The past record of the workman was also bad.

4. Following issues were framed by the Tribunal:

1. Do the Employers/Party II prove that their action in terminating the services of the workman/Party I is legal and justified?
2. Does the Workman/Party I prove that he was sick from 1-3-1977 to 23-3-1977, that such sickness had been duly intimated to the Employer/Party II and was duly proved?
3. Does the Workman/Party I prove that his dismissal from service is illegal and malafide?
4. Do the Employer/Party II prove that the Workman/Party I had not intimated his change of address nor his new address was given in his leave application dated 3-7-1977?

5. Do the Employer/Party II prove that the plea of the Workman/Party I that he did not receive any letter from the Management before 25-3-1977 is unjustified?
6. Do the Employer/Party II prove that Workman/Party I was busily engaged in elections campaign for Parliamentary Elections during the period of his absence without leave?"
5. On the above issues, both the parties led their evidence. The workman's rep. examined Vishwas Desai, Rohidas Karapurkar and Vinayak Kulkarni and the employer's rep. Shri Vilas Sardesai, Vijay Kalangutkar, Mahadev Shenoy, Narayan Kamat and Dr. George Renato Fernandes.

6. Vishwas Desai, who is the concerned workman, has stated that from 7-3-1977 to 23-3-1977, he was on sick leave; he sent a letter to the employer intimating his sickness; this letter was sent from his house at Britona through one Karapurkar; the workman's address from Britona was known to the employer because after he shifted from Mapusa to Britona he informed the employer. When he was sick he was under treatment of his E.S.I. Doctor who also issued him a medical certificate, which the workman sent to the office through one Kulkarni, who was working with him; he again went to the doctor because of eye trouble and then the doctor gave him a further extension for 7 days, which certificate he personally gave to one Audoot and this Audoot told him to give it to the Management; since he was not feeling well, he requested Audoot to hand it over to the Management; again he went to doctor Fernandes and this time the doctor sent him to a specialist in the medical college but he could not meet the specialist on that day. Exh E-1 is the fitness certificate issued to him by Dr. Fernandes. As the Management told him that they had not received any fitness certificate regarding the workman, he obtained another certificate to show it to the Management, which is the certificate dated 26-3-1977 (Exh E-2). When he resumed duties on 24-3-1977 and worked for 2 days, he was informed by the Asstt. Manager, Kalangutkar that he was removed from services. On the 25th he was called in the office and told that his services were terminated and was given copies of the letters dated 9-3-1977, 14-3-1977 and 18-3-1977 addressed by the employer to him at Mapusa (Exh E-3, E-4 and E-5 resp.). Exh E-6 is the letter dated 28-3-1977. Similarly, Exh E-7 (letter dated 2-4-1977) and Exh E-8 (letter dated 18-6-1977) are the workman's letters to the Management. Exh E-9 is the letter dated 9-4-1977 written by the General Secretary of the Union. His first letter to the company informing his sickness was sent through Karapurkar bearing the Britona address. Before the Labour Commissioner, the Management demanded an apology from him, which he refused as he had not committed any misconduct. His services were terminated from 25-3-1977.

In his cross: he has stated that he is a freedom fighter and receives a pension of Rs. 200/- p.m. Since the Liberation of Goa, he has been an active member of the Praja Socialist Party; he worked for the Janata Party in the elections in 1977. It is true that, as it is stated in the letter Exh E-9, he had received the company's letter dated 18-3-1977 and after receiving this letter he resumed duties on 24-3-1977; he attended duty on 6-3-1977 and thereafter he fell sick on the 7th after returning from work at 5.30 p.m.; he wrote the letter on the 6th and asked his niece to hand it over to Mr. Karapurkar on the evening of the same day; he had filled the Provident Fund form and given there his Mapusa address as his permanent address; he remembers having signed the muster roll on the 6th but is not sure about it; after looking at the muster roll, he says that he is shown as absent on that day. On the 5th he has been marked as on weekly off. About 2-3 days after, Karapurkar told him that he had handed over the letter to the Management; he went to see Dr. Fernandes on the 7th morning time; the doctor prescribed medicines and recommended one week's rest and also gave E.S.I. certificate; he then went to the office and gave the certificate to Kulkarni at about 10 or 11 a.m. Kulkarni told him later on that day that he handed over the certificate in the office; on 14th or 15th he again went to the doctor as he was not feeling well; the doctor prescribed some medicines and sent him to the medical college to see some eye specialist. Doctor Fernandes gave him fitness certificate on 23-3-1977, which he handed over to Audoot in the office and went home; on 24th he went to work at about 11 a.m., signed the muster roll and started working and continued till evening; nobody told him that his services were terminated; on 25th he signed the muster roll and started working, when he was called to the Head office by Mr. Kalangutkar. He gave the

first certificate to Mr. Kulkarni, the second to Mr. Audoot and the last, fitness certificate, was given in the office; when the Management denied the receipt of the certificate, he obtained a true copy of the fitness certificate and alongwith his letter dated 18-6-1977 (Exh E-8) gave to the Management; Kalangutkar, when he called him to the office, gave him copies of the 3 letters, Exh E-3, E-4 and E-5 and told him that his services were terminated; he gave to Mr. Kalangutkar the doctor's certificate 3-4 months after the termination of his services. On the request of the Asstt. Labour Commissioner he obtained a duplicate of Exh E-2 and handed it over to Kalangutkar; he has denied that he has not handed over the 3 certificates and also did not intimate the change of his address.

7. Rohidas Karapurkar, who is working as Composer in the Navhind Times, has stated that in March 1977 the workman gave him a written note to be handed over in the office; on the very same day he handed it over to Narayan Kamat, Store Keeper, to whom usually all leave applications are handed over.

In his cross: he has stated that the niece of the workman came to his house to deliver the note when he was about to leave for work; this was the only time that the workman sent a note through him; he does not remember the month or date when this note was handed over to him; on that day he was on morning shift.

8. Vinayak Kulkarni, who is working in Nav Prabha as copy holder, has stated that the workman gave him outside the office on a particular day a medical certificate with a request to hand it over in the office as no time keeper was available; the witness gave the certificate to Narayan Kamat at about 11 a.m.

In his cross: he does not remember the month, date or the year; he was not on duty on that day because he had some personal work; the workman told him that the time keeper was not there and that is how he himself could not hand it over to the time keeper. This is the only time that the workman gave a certificate to him.

9. This is all the evidence led by the workman.

The employer has examined Shri Vilas Sardessai, who is working as Manager since August 1972. He has stated that Exh E-3, E-4 and E-5 are the letters written by him to the workman because his assistant informed him that the workman was absent on the days mentioned in the said letters; he does not know whether he sent any intimation to the office; till the date he wrote him the last letter the workman had not sent any medical certificate; subsequently, he was claiming he had sent it but the witness does not remember whether he has seen such certificate or not; around 12th March, the witness saw the workman alongwith the Janata Party Leader near the ferry point in Panaji holding some election material and discussing with the group; the witness was told that subsequent to Exh E-3 the workman had come and reported for duty; the only address of the workman on record was the one shown in the letters Exh E-3 to E-5.

In his cross, he has stated that Exh E-3 is the letter of termination of the services of the workman; at the time of this letter, no compensation was paid or offered to the workman. He is not sure whether subsequently such payment or offer was made; Exh E-3 was sent by registered post and the workman must have received it; subsequent to the termination, the workman informed him that he was on E.S.I. leave during those days; he cannot say the exact date when he saw the workman in Panaji. No charge sheet was issued or inquiry held against the workman regarding this incident; he has denied that the workman was allowed to join on 24th and 25th March.

10. Vijay Kumar Kalangutkar, who is working as Asstt. Manager for the employer and looking after the day to day administration is the next witness of the employer. He has stated that the services of the workman were not terminated; the workman remained absent for quite a long time and, inspite of the 3 letters written to him, he did not resume duties; in the last letter Exh E-3, he was asked to resume duties from 23-3-1977, failing which he would be deemed as having terminated his own services; since he did not join on 23rd, it was presumed that he himself terminated his services; the last known address of the workman was the one shown in Exh E-3; on 24th, the workman quietly came and signed the muster-roll; on the 25th, he was called in the office and since he alleged that he had not received company's letters, he was handed over copies of the said letters, including Exh E-3; even on 25th, the workman did not give

any leave application, nor submitted any medical certificate; after few months, he wrote a letter Exh E-8 and submitted a copy of the fitness certificate.

In his cross, he has stated that they maintain an inward and outward register. Correspondence from the workman to the Management is not entered in the Inward Register; it is sent directly to the Personnel Department. There is no acknowledgement in respect of Exh E-3 to E-5; he is not aware of any medical certificate sent by the workman to the Management; no letter of termination was issued to the workman and no charge sheet or inquiry was held against him regarding this incident; the wages for 24th have not been paid to the workman, nor was he sent any intimation to collect the same; the workman never came to collect the wages of that month. When he came on the 24th and 25th, he was not offered his wages or other dues; E.S.I. intimates to them when any amount is paid to the workmen as sickness benefits; he is not aware whether the workman was paid Rs. 80/- for the period from 8-3-1977 to 20-3-1977.

11. Mahadev Shenoy is another witness of the employer. He looks after the attendance, overtime and leave application of the staff; the workman remained absent for quite a long time and did not submit any leave application or medical certificate nor did he reply to the communication sent by the Management; his services were terminated by Exh E-3.

In his cross he has stated that the leave applications are collected by the time keeper and, thereafter, they come to him; he has denied that Vinay Kulkarni handed over to him the medical certificate of the workman.

12. Narayan Kamat, who is working as Time Keeper and Store-in-charge, is also an employer's witness. He has stated that the leave applications of the proof readers are given to the Editor and then the witness collects them and takes to the office; the workman was removed from services, as he did not attend duties and did not submit any leave application. Mr. Karapurkar did not hand over to the witness any note of the workman during the period of his absence. Mr. Kulkarni also did not hand over to him any application of the workman.

In his cross, he has stated that no envelope was handed over to him by Rohidas Karapurkar on behalf of the workman; leave application of the proof readers go directly to the Editor. The leave applications which are handed over to him by the Editor he takes to Mr. Shenoy; during the relevant time, no leave application of the workman was handed over to him by the Editor.

13. Dr. George Renato Fernandes is the last witness of the employer. He has stated that the workman came to his clinic on 20-3-1977 complaining of Migraine, i.e. decrease of blood supply in the brain. He issued him a certificate which was valid for 7 days. Then he again came on the 11th but had not improved; he issued him an intermediate certificate; on 17th he came again and complained of fever and tonsilitis also; he gave him an intermediate certificate on 17th also. Then he reported on the 23rd and, at that time, he gave him a final certificate and advised him to join duties on the next day.

This is all the evidence on record.

14. The workman has stated that, when he fell sick on 7-3-1977, he sent from his residence at Britona, through his neighbour Karapurkar, a written note stating that he was not well and will not be able to attend office and further communication will be sent in due course. Karapurkar, in his statement, confirmed that in March 1977 (date is not mentioned) a written note was given to him to be handed over in the office, and that, on the very same day, he handed it over to one Narayan Kamat, Store Keeper.

15. Besides sending this note, the workman also sent to the office, through one Kulkarni, a medical certificate issued to him by Dr. Fernandes, E.S.I. doctor, which was valid for 7 days only. Vinay Kulkarni, in his statement, has stated that he does not remember the month, date or year when the workman gave him outside the office the medical certificate and requested him to hand it over in the office as no time keeper was available. This certificate the witness gave to Narayan Kamat at about 11 a.m..

16. Narayan Kamat, who was examined as a witness by the employer, has stated that no written note or medical certificate of the workman was handed over to him by Karmalkar or Kulkarni and further that the employer also did not send to him any leave application of the workman during the relevant time.

17. The workman has also stated that, before the first medical certificate expired, he was issued another certificate by Dr. Fernandes giving a further extension of 7 days and that he personally gave this certificate to one employee by the name of Audoot requesting him to give it to the Management. This certificate too, as per the evidence led by the Management, did not reach the employer.

18. Much credibility also cannot be given to the workman's statement, in view of the fact that he was denying the receipt of the employer's letter dated 18-3-1977 (Exh E-3) when such receipt is acknowledged in para 2 of the letter of the Union addressed to the Management on 9-4-1977 (Exh E-9), while stating that on receipt of the said letter the workman resumed his duties on 24th. The workman, on page 4 of his cross, has also admitted that whatever is written in Exh E-9 is correct and that, infact, he received the company's letter dated 18-3-1977 and after receiving it, he resumed duties on 24-3-1977. In this para, he has further admitted as correct the contents of Exh E-8 which was written as per his instructions. In this letter, it is stated that fitness certificate was submitted by the workman when he resumed duty on 24-3-1977 to Mr. Shennoy. However, when Mr. Shennoy was examined as a witness by the employer and stated that the workman did not submit any leave application or medical certificate there was no suggestion put to him in cross that fitness certificate was handed over to him on 24th by the workman when he resumed duties.

20. All the above evidence of the workman, considered alongwith the evidence of the employer, leaves me in doubt whether the workman had sent any information or medical certificate to the employer during his absence, although he was sick during that period, as per the statement of Dr. George Renato Fernandes.

21. The employer witness Shri Vilas Sardessai, who is the Manager of the employer, has stated in his cross that Exh E-3 is the letter of termination and that, at the time of this letter, no compensation was paid or offered to the workman. The employer's witness Kalangutkar has stated that the workman's services were not terminated; according to him, in Exh E-3, he was asked to resume duties on the 23rd failing which he would be deemed to have terminated his own services; as he did not resume on the 23rd, it was presumed that he himself had terminated his services. Madhav Shennoy another witness of the employer has stated that the services of the workman were terminated by virtue of Exh E-3 and Narayan Kamat employer's witness has stated that the workman was removed from services as he did not attend to his duties nor submitted any leave application.

22. Exh E-3 cannot be considered as a letter of termination of services, because in that letter the services of the workman were not terminated, but he was only warned that, incase he did not report for duty on the 23rd, it will be presumed that he himself had terminated his services.

23. It is an admitted fact that the workman did not report for duty on the 23rd. The workman has stated in his cross-examination at page 7 and 8 that on 24-3-1977 he went to work at 11 a.m., signed the muster roll and started his work; nobody told him that his services were terminated and he continued to work till evening; on the 25th he again went to work, signed the muster roll and started working; then he was called to the head office by Mr. Kalangutkar and told about the termination of his services; the muster roll Exh E-10 shows the signature of the workman on the 24th and 25th; there was no suggestion to the workman during the cross examination that, on the 24th, he reported to work during the night shift from 6 p.m. to 2 a.m. and took advantage of the situation and remained there, as it is stated in para 7 of the written statement and, therefore, the statement of the workman that he reported at 11 a.m. is to be assumed as correct. The signing of the muster roll by the workman on the 24th and 25th, read with the order of reference considering the date of termination of services as 25-3-1977, leads us to conclude that the services of the workman were terminated on the 25th. Such termination cannot be for abandonment of services, as contended by the employer because, at that time, the workman was already in service but for unauthorised absence, and so it would amount to retrenchment, as it has been held by the Supreme Court in its ruling in the case of Robert D'Souza V/s. Executive Engineer, Southern Railway and another reported in 1982 Supreme

Court Cases (Labour & Service) page 124, and, therefore, the workman was to be paid at the time of termination, notice pay and retrenchment compensation under Section 25F of the Act which, admittedly, was not paid to him. The workman, being a proof reader, is also to be considered as a "Working Journalist" under Section 2(f) of the Working Journalist Act, 1955, and so notice pay for him would be for 3 months as per Section 3(2)(b) of the same Act. The conditions laid down under Section 25F of the Act are conditions precedent to the validity of the retrenchment and since they were not complied with by the employer, the retrenchment in this case is to be considered as invalid and inoperative. Being invalid, the workman is to be deemed as in continuous service from the date of retrenchment till his reinstatement by the employer and, consequently, entitled to full back wages.

24. In view of the above, I pass the following order:

ORDER

The retrenchment of the workman referred to in this reference is held invalid and inoperative as the employer has not complied with the conditions precedent stipulated in Section 25F of the Act read with section 3(2)(b) of the Working Journalist Act 1955. Hence, he shall be reinstated forthwith, with continuity of service and full back wages. Costs of Rs. 300/- to be paid by the employer to the workman.

*Dr. Renato de Noronha
Presiding Officer
Industrial Tribunal*

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Finance Department

Expenditure, Revenue and Control Branch

Notification

No. 5/12/79-Fin(R&C)

In exercise of the powers conferred by section 10A of the Goa, Daman and Diu Sales Tax Act, 1964 (4 of 1964) and in supersession of the Government Notification No. 5/12/79-Fin(R&C) dated 19-8-1980 published in the Official Gazette, Series II, No. 22, dated 28-8-1980, the Government of Goa, Daman and Diu, considering it necessary so to do in the public interest, hereby exempts sales of agarbatti manufactured within the Union territory of Goa, Daman and Diu, from payment of the whole of the tax payable under the Act.

By order and in the name of the Administrator of Goa, Daman and Diu.

K. M. Nambiar, Under Secretary (Finance Exp.).

Panaji, 2nd March, 1985.

Government Press

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